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6 **IN THE UNITED STATES BANKRUPTCY COURT**  
7 **FOR THE EASTERN DISTRICT OF WASHINGTON**

8 In re:  
9 GIGA WATT, INC.

CASE NO. 18-03197-FPC11

10 DECLARATION OF RYAN OSTER IN  
11 SUPPORT OF MOTION FOR RELIEF  
12 FROM STAY AND ABANDONMENT  
13

14 Debtor in Possession  
15

16 I, Ryan Oster, declare under penalty of perjury to the laws of the State of Washington  
17 the following:

18 1. I am the manager of Giga Plex, LLC and MLDC1, LLC ("Creditors" or  
19 "Landlords") and I make this declaration on my personal knowledge and belief.

20 2. I am the custodian of the records, and the documents attached as exhibits are  
21 kept and maintained in the ordinary course of business.

22 3. Attached as Exhibit A are true and correct copies of Amended and Restated  
23 Leases that Landlords entered into with the Debtor in Possession ("Debtor") for two different  
24 parcels of land on which the Debtor operates in Grant County, Washington.

25 4. Debtor defaulted on the lease by failing to pay pre-petition November rent in the  
26 amount of \$57,960.00. Attached as Exhibit B is a true and correct copy of the Notice of  
27 Default.

DECLARATION OF RYAN OSTER IN SUPPORT  
OF THE MOTION FOR RELIEF FROM STAY;  
ABANDONMENT; AND REJECTION OF UNEXPIRED  
COMMERCIAL LEASES - 1

OVERCAST LAW OFFICES  
23 South Wenatchee Avenue, Suite 320  
Wenatchee, Washington 98801  
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1           5. Debtor has continued in default of rent, and has further failed to pay rent for  
2 December 2018.

3           6. As customary, Landlords invoiced Debtor for December's utilities by sending a  
4 statement to Heather Mulhall, an agent of Giga Watt, Inc. on December 13, 2018. The  
5 Landlords are the responsible parties with the utility company, and the Debtors as tenants  
6 would customarily remit to the Landlords their share of the total utilities. The total amount due  
7 for both parcels is \$101,925.82. Attached as Exhibit C are a true and correct copy of the two  
8 invoices sent.

9           7. Pursuant to Paragraph 1(a)(viii) of the Leases, Giga Watt, Inc. is obligated pay  
10 all utilities within ten (10) days of Landlord's delivery which was December 23, 2018.

11           8. On December 17, 2018, this Court entered an Interim Order for Cash Collateral  
12 detailing that "all rents, electricity, and utility owed to Creditor [Landlord] will be paid on time  
13 in Debtor's ordinary course of business."

14           9. The Landlords power bills were due to be paid to Grant County PUD on or  
15 before December 31, 2018. The Debtor has been using the Landlords' electricity to generate  
16 cryptocurrency without paying the Landlords for that same electricity, and as a result, the  
17 Landlords do not have the means to pay their extensive power bills.

18           10. The Grant County PUD is expected to shut off the power to the Premises due to  
19 the Landlords' nonpayment, which was precipitated by the Debtor's failure to pay its post-  
20 petition obligations.

21           11. As of January 1, 2018, no payment has been received by the Debtor. I remain  
22 personally obligated on the Landlords' Grant County PUD utility bills and request this motion  
23 be heard as soon as possible.

24           12. Due to the Debtor's pre and post-petition default under the lease, I respectfully  
25 request this Court grant relief from the automatic stay to exercise the Landlords' rights and  
26 remedies under the commercial leases.  
27

Signed at Wenatchee, Washington on this 3rd day of January, 2018.

  
\_\_\_\_\_  
Ryan Oster